

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

United States Liability Insurance
Company (USLI) a/s/o
Brenda Thomas

Plaintiff

vs.

Green Builders Group NY Corp.

Defendant

CIVIL ACTION NO.:
1:20-cv-01040-LJL

CONSENT JUDGMENT

THIS MATTER being opened to the Court by WES Litigation Group LLC, attorneys for plaintiff, United States Liability Insurance Company, and with the consent of Defendant Green Builders Group NY Corp. and its counsel, The Law Office of Leonard Eli Bronner, having been affixed hereto;

IT IS on this 22 day of June, 2021,

ORDERED that final judgment be and is hereby entered in favor of the plaintiff, United States Liability Insurance Company, against the Defendant Green Builders Group NY Corp., in the amount of Three Hundred Seventy Five Thousand One Hundred and Ninety Seven Dollars and Fifty Eight Cents(\$375,197.58), consisting of subrogation damages caused by the Defendant and/or its employees, agents and assigns, on or about December 29, 2018, to the property insured by plaintiff and owned by its insured, Brenda Thomas, located on Seymour Ave, Bronx NY; and it is

FURTHER ORDERED that Defendant Green Builders Group NY Corp. shall pay to the Plaintiff the sum of Thirty Thousand and 00/100 (\$30,000.00) Dollars in *partial satisfaction* of this judgment in six equal monthly installments of Five Thousand (\$5,000.00) due on the 15th of each month, starting the month after this Judgment is entered by the Court; subject to a “grace period” of one month (full payment of the \$30,000.00 must be made by the 15th of the seventh month following the entering of this Judgement)¹; and it is

FURTHER ORDERED that Defendant Green Builders Group NY Corp. shall grant, assign and transfer to plaintiffs in the form of Assignment satisfactory to the plaintiffs, all rights, claims and causes of action, including but not limited to those for indemnification, breach of contract, bad faith, malpractice, error and omissions, negligence (whether active, passive, by act or omission) and the award of attorneys’ fees and costs, which it has or may have hereafter against **S&A Insurance Agency, Inc.; Hudson Excess Insurance Company (policy #HXMO101793); National Continental Insurance (policy #CNY00048532938); and/or Aamir Shelkh of S&A Insurance Agency, Inc.,** their successors and assigns, arising under the Commercial General Liability Insurance policies issued to Defendant Green Builders Group NY Corp. and/or the failure and negligence of the aforesaid to procure and bind coverage for Defendant Green Builders Group NY Corp. which would have indemnified it for plaintiff’s damages and paid the within Judgment in full. Defendant Green Builders Group NY Corp. shall also grant, assign and transfer to plaintiff all of its rights and authority to assert and prosecute, in its name or in the name of the plaintiff, jointly or severally, by civil action, arbitration or

¹ A one (1) month “grace” period is reflected in this Judgment. Notwithstanding, the full \$30,000.00 *partial payment* of this Judgment must be made no later than 15th of the seventh (7) month after the Court enters this Judgment. Should the defendant fail to abide by this payment timeline, the “covenant not to execute” against the outstanding and unpaid judgment balance will be considered null and void.

otherwise, all claims, rights and causes of action of any kind or description which he has or may have against the aforesaid entities/individuals, their successors and assigns, and Defendant Green Builders Group NY Corp. shall cooperate fully with the plaintiff in the prosecution of these claims, rights and cause of action without financial compensation; and it is

FURTHER ORDERED that if Defendant Green Builders Group NY Corp. complies with the terms of this Judgment, the plaintiff shall not seek to satisfy the unpaid balance of this judgment from defendant's or its principal's personal or business income and assets, but rather shall limit satisfaction and collection of this judgment to any monies they recover from **S&A Insurance Agency, Inc.; Hudson Excess Insurance Company (policy #HXMO101793); National Continental Insurance (policy #CNY00048532938); and/or Aamir Shelkh of S&A Insurance Agency, Inc.;**

FURTHER ORDERED that within 30 days after the conclusion (irrespective of outcome) of plaintiff's claim, settlement, judgment or otherwise against **S&A Insurance Agency, Inc., Hudson Excess Insurance Company (policy #HXMO101793), National Continental Insurance (policy #CNY00048532938), and/or Aamir Shelkh of S&A Insurance Agency, Inc.,** plaintiff shall file a satisfaction of this instant judgment with this Court, so long as the aforementioned partial payment of \$30,000.00 has been paid on time and in full by the defendant; and it is

FURTHER ORDERED that a copy of this Judgment shall be served upon all parties within seven (7) days of the date hereof.

BY THE COURT:

Hon. Lewis J. Liman, USDJ

We hereby consent to the form and entry of the above:

For the Plaintiff,
UNITED STATES LIABILITY
INSURANCE COMPANY,

By Its Attorney,



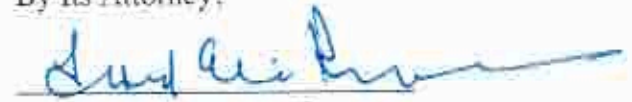
Guillermo (Will) Syllanteng
For GREEN BUILDERS GROUP NY CORP.



Hammad Khan
President, Green Builders Group
NY Corp.

For the Defendant,
GREEN BUILDERS GROUP NY CORP.

By Its Attorney,



Leonard Eli Bronner, Esq.



LEWIS J. LIMAN
United States District Judge

June 22, 2021

The Clerk of Court is respectfully directed to close the case.